

Bid Number.....: 07-00000359
 Vendor Number....: 60759

Buyer.....: F RANDOLPH
 Date Printed...: 9/20/06

City of Lynchburg VA
 Procurement Division
 900 Church Street
 Lynchburg, VA 24504
 Phone Number.....: (434) 455-3970
 Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 10/19/2006 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

Florence Randolph
Purchasing Technician

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Item Description	Estimated Quantity	Unit of Measure	Unit Price
*** Please bid per unit only ***			

- 1 **TWO (2) TRACTORS WITH SIDE-MOUNT SICKLE BAR MOWERS PER ATTACHED SPECIFICATIONS.**

2.0000 EACH

\$ _____

THE CITY RESERVES THE RIGHT TO CONSIDER DIFFERENT BRANDS OR MODELS MEETING THE INTENT OF THESE SPECIFICATIONS WHICH OFFER THE BEST OVERALL VALUE TO THE CITY, AND MAKE AN AWARD IN THE BEST INTEREST OF THE CITY.

NOTE: INSPECTION OF TRADE-IN TRACTORS/SICKLE BAR CONTACT DAVID HARRIS AT 434/455-4425 TO SCHEDULE AN APPOINTMENT TO INSPECT UNITS.

ANY AND ALL QUESTIONS SHALL BE DIRECTED TO THE CITY'S PROCUREMENT DIVISION, 434/455-3965 TO THE ATTENTION OF FLORENCE RANDOLPH, PURCHASING TECHNICIAN.

THESE SPECIFICATIONS ARE ALSO POSTED ON THE CITY'S WEBSITE <<http://www.lynchburgva.gov/home/index.asp?page=981>> AND ANY ADDENDA ISSUED WILL BE POSTED ON THE CITY'S WEBSITE AS WELL.

VENDORS ARE ENCOURAGED TO CHECK THE WEBSITE FOR ANY UPDATES.



**City of Lynchburg
Fleet Services Department
Customers: Grounds Maintenance and Fire Department**

Specifications for two (2) tractors with mounted side-mount sickle bar mower

VENDOR INSTRUCTIONS

- A. It is the intent of these specifications to cover the furnishing and delivery of a tractor with auxiliary attachments and equipped as hereinafter specified. With a view to obtaining the best results and the most acceptable equipment for service, these specifications cover only the general requirements as to the type of construction together with certain details as to finish, equipment and appliances to which the equipment shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all such features**
- B. Vendor shall complete every space in the vendor's column with a "yes" to indicate item being quoted is exactly as specified or a "no" to indicate any deviation of item being bid from the specifications. Any "no" response or deviation shall be explained in spaces provided. Where certain brands "or equal" are specified, be sure to state the brand/model of option quoted. Any additions, deletions, or variations from the following specifications must be noted. Any items appearing in the manufacturer regularly published specifications and offered as standard equipment by the manufacturer are included in any submitted bid, unless otherwise expressly specified herein. Any additions, deletions, or variations from the manufacturer's regularly published specifications must be outlined in an attached letter, to provide the City with enough information to clearly evaluate that which is being offered. Failure to properly complete this column shall, at the full sole discretion of the City, subject your bid to rejection. Quoted unit shall be manufacturer's latest production model and shall be furnished complete and ready for immediate operation upon delivery. All offered units must include all State and Federal required certifications and inspections upon delivery. Each bidder shall supply detailed engineering and specification data for product bid**
- C. The City reserves the right to utilize value engineering to determine the selection of the equipment most advantageous for its use and to make an award in accordance with such provisions**
- D. The City reserves the right to reject any or all bids, to waive informalities in any bid and to purchase any whole or part of the items listed in the bid, and to award to**

- other than the lowest bidder if deemed to be in the best interest of the City
- E. Each vendor submitting a bid may be required to provide a demonstration model for testing. The demo shall be a proven model with all standard equipment as advertised and shall essentially have the same features as the model proposed in response to the City specifications. Demos must be presented at the designated City location within seven (7) days after notification by the City and must be available for a minimum of three (3) work days. All expenses incurred to deliver and return the demonstration model (including insurance) and expenses incurred during the demonstration shall be born by the vendor submitting the bid
 - F. To avoid untried and prototype equipment, the quoted product shall be a current production model that has been in production for a minimum of two (2) years. A list of five (5) organizations that currently use the quoted model for the purpose described in these specifications may be requested by the City
 - G. Warranty repairs: Prompt and convenient warranty service is of utmost importance to the City to keep vehicles up and running so service to the public will not be compromised. All warranty repairs shall be performed at the manufacturer's authorized warranty repair facility which shall be located within fifty (50) miles of the City of Lynchburg, VA
 - H. If awarded the contract bidder agrees to extend the accepted contract price for additional units up to twelve (12) months from execution of contract

Specifications

Vendor's Column

1.0 CAB – Factory installed all-season

A.	Vinyl deluxe air suspension swivel seat with retractable seatbelt	_____
B.	ROPS protected that meets OSHA standard	_____
C.	Heater with thermostatic control in cab	_____
D.	Air conditioning	_____
E.	Factory installed AM/FM radio	_____
F.	90 amp alternator	_____
G.	Battery: 950 CCA, 200 reserve capacity and 72 month warranty	_____
H.	Front and rear window washers and wipers	_____
I.	Rearview mirrors: adjustable with one interior, one right side and one left side	_____
J.	Tinted windshield	_____
K.	Roof (escape) hatch	_____
L.	Two (2) headlights, three (3) work lights two (2) tail lights and warning flashers	_____
M.	Emergency strobe light mounted on left side of cab top in manner that provides for 360 degree field of vision	_____
N.	Tilt/telescoping steering column	_____
O.	Fire extinguisher (mounted) – 10BC rated	_____
P.	First aid kit (mounted) – 10 unit	_____
Q.	Slow moving vehicle (SMU) emblem - Installed	_____

- R. Sun visor _____
 - S. Retractable sun screen _____
 - T. Hinged rear window _____
 - U. One door on left side with lock _____
 - V. Large anti-skid entry steps _____
 - W. Lighted instrument gauges to include: tachometer, engine hour meter, fuel gauge, temperature gauge, low oil pressure indicator, alternator discharge indicator and PTO indicator _____
 - X. Both hand and foot controls required _____
- Comments: _____

2.0 DRIVE TRAIN (2WD)

- A. Synchronized _____
 - B. Minimum 8 forward speeds with shuttle _____
 - C. Brakes – Foot operated hydraulic with wet disc _____
 - D. Power steering _____
 - E. PTO – Independent 540RPM _____
 - F. Planetary type with differential lock _____
 - G. Front mount hydraulic pump _____
- Comments: _____

3.0 ENGINE

- A. Diesel _____
 - B. Horsepower (60 PTO minimum) _____
- Comments: _____

4.0 WHEELS

- A. Rear – heavy-duty 8 lug wheels with 16.9R28 tires recommended _____
 - B. Front – 9.5L-15 tires recommended _____
 - C. Fluid filled tires for stabilization as per manufacturer's recommendation – Tread to be an industrial traction design _____
 - D. Tires to match 2WD application _____
- Comments: _____

5.0 MISCELLANEOUS

- A. Starting aids: Block heater 1000 – 1500 watt @ 115 volt ac _____
- B. Paint: Standard manufacturer's color _____
- C. One (1) front spare tire and wheel _____
- D. Fuel tank 25 gallons minimum _____
- E. Fuel/water separator _____
- F. Mounted tool box _____
- G. Vertical draw bar ratings to be 2,400# in short position and 1,600# in extended position
State short position _____# State extended position _____#
- H. Two (2) dual remote outlets with individual levers _____

- I. Guards installed around all pumps and/or cylinders that are exposed to damage from objects encountered during operation of equipment _____
 - J. Rear 3-point hitch _____
 - Universal type _____
 - Draft control _____
 - Rockshaft and telescoping draft links _____
 - Rotating/interchangeable hitch ball _____
 - Electronic hitch control _____
 - Lift capacity @24" to be 3,300# minimum _____
- State capacity _____ #
- Comments: _____

6.0 SICKLE BAR

- A. Side mounted _____
 - B. 6-7 foot cutting area _____
 - C. Replaceable cutting edge _____
 - D. Hydraulically operated _____
 - E. Guards on motor and Pittman area to protect from damage _____
 - F. Mounted forward of cab on right side – not to impede cab door _____
 - G. Right side of cab to consist of full metal screen with minimum ½" to ¾" openings to allow for viewing. Screen to be easily removed for servicing and cleaning _____
 - H. Spring assisted breakaway _____
 - I. Controls for: bar raise/lower, curb raise/lower, forward/reverse sickle operation _____
 - J. Replaceable skid shoes at motor head and outer edges of sickle bar _____
 - K. Sickle bar attachment to tractor shall not interfere with operator's vision and shall be mounted in a fashion to absorb vibration when sickle bar is activated _____
 - L. State if sickle bar is ANSI B71.4 compliant _____
- Comments: _____

7.0 TRAINING/SERVICE MANUALS

- A. Two (2) sets each of a complete operations manual, a shop service manual and a parts manual for both tractor and attachment – CD Rom preferred _____
- B. Training video for operator maintenance, operation, and safety for both tractor and attachment _____
- C. Vendor shall provide a factory-trained individual to instruct City personnel in the operation, maintenance, and repair of the equipment. This individual shall be on-site for a minimum of four (4) hours for this purpose which also will include actual field operation of the equipment. Dealer will return within three (3) months of in-service use and provide any additional _____

training needed by City employees _____

Comments: _____

8.0 WARRANTY/PARTS

- A. Unless stated otherwise, minimum warranty shall be 24 months (or greater if offered by manufacturer) from date unit is placed into service _____
- B. Engine and transmission shall have a five (5) year or 5,000 hour warranty _____
- C. Warranty shall cover all defects in material and workmanship under normal use and shall include travel cost, parts, labor and any shipping and/or insurance costs. Warranty work shall be performed at the Fleet facility in Lynchburg _____
- D. The successful bidder shall provide and deliver a loaner unit of equal size (at no cost to the City) if repairs are required during the warranty period and the unit will suffer down-time exceeding two (2) working days _____
- E. Successful bidder shall provide a 48 hour parts guarantee for the above specified equipment for the full duration of the warranty period. The guarantee shall state that parts for the specified equipment will be shipped within two (2) working days. If parts are not shipped within two (2) working days, the successful bidder will credit the City with the difference in cost from another supplier. Note: The City purchases all necessary equipment parts and supplies through a centralized supplier Barker Jennings, of Lynchburg. The successful supplier of this piece of equipment will be expected to work with our stocking parts supplier _____
- F. Successful bidder shall supply at time of equipment delivery a list of required parts for preventive maintenance service _____
- G. State name and location of service and parts center
Name: _____ Location: _____
- H. All "slow moving" parts purchased by the City that are determined unusable shall be returned to the successful bidder for credit within three (3) years of their purchase. The parts shall be new, unused and in re-sellable condition. Each credit shall be based on the original purchase price and shall not require a restocking charge _____

Comments: _____

9.0 DELIVERY

- A. Equipment shall be delivered to the City of Lynchburg Fleet Services (F.O.B. Lynchburg), 1650 Memorial Avenue. Any transportation surcharge shall be included in bid price; otherwise the City will not be liable for any freight charges. Deliveries will be accepted Monday through Friday, 8:00 AM – 3:00 PM, except on official _____

holidays. Call (434) 455-4425 to arrange delivery.
The equipment delivered shall be checked for compliance with the specifications and if any deviation from the specifications, damage, or improper dealer preparation exists, the invoice will not be approved for payment until all defects are corrected by the vendor
Comments: _____

10.0 PAYMENT

- A. Payment to be made within thirty (30) days after receipt of invoice _____
 - B. Invoices must be directed to: Fleet Services, 1650 Memorial Avenue, Lynchburg, VA 24501-1702. The City cannot be responsible for untimely payment as a result of misdirected invoices _____
 - C. No deposit or advance sums will be advanced _____
- Comments: _____

11.0 OPTIONS

- A. Turbocharged engine \$ _____
- B. Emergency revolving light in lieu of strobe light – See Item M on Page 2 \$ _____
- C. Trade-in price for 1970 Ford 2000 tractor – EMIS 1322 \$ _____
- D. Trade-in price for 1991 Case 595 tractor with sickle bar – EMIS 1985 \$ _____

NOTE: Call David Harris at (434) 455-4425 to schedule an appointment to inspect units

TRACTORS WITH MOUNTED SIDE-MOUNT SICKLE BAR MOWERS

Alterations/Questions:

No verbal alterations will be allowed. Any and all requests for clarification must be addressed to the Procurement Division, 900 Church Street, Lynchburg, VA., 24504. Any changes will be issued in the form of written addenda.

Brand Name:

State Brand Name _____ and Model Number _____

Delivery:

State specific number of calendar days required to complete delivery after receipt of order _____.

Descriptive Literature:

As part of the evaluation process, descriptive literature is necessary for the product you propose to furnish.

Receipt of Bids:

All bids shall be signed and returned in a sealed envelope by the due date.

Quantities:

Quantities are estimates for bidding purposes only. The City of Lynchburg reserves the right to purchase more or less as needed during the period of the contract.

References:

The City reserves the right, as part of the evaluation process, to require the apparent low bidder to furnish references to qualify as a responsible vendor.

Non-Discrimination:

By submitting their bid/proposal, all bidders and bidder s certify to the City of Lynchburg, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Conflict of Interest:

The successful contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

Contract Assignment:

The successful Contractor can not assign the contract or any portion of the contract. The bidder can not subcontract the furnishing of the goods and/or services without the prior approval of the City.

Drug Free Workplace Section 2.2-4312 - VIRGINIA PUBLIC PROUCEMENT ACT

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Equipment Tested:

Bids submitted on equipment must be manufacturer's latest consumer tested and proven model, and must meet or exceed standards set by OSHA, State or Federal agencies governing such equipment.

Governing Law and Policy:

This Contract and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. If legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, the exclusive venue therefore shall be in a court of competent jurisdiction in the City of Lynchburg.

Hold Harmless:

The successful Contractor shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a results of the bidder 's contract with the City of Lynchburg.

Insurance:

In order to accomplish the indemnity requirements, the successful bidder shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be

primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful bidder.

State Corporation Commission (SCC) Registration:

If listed as a Corporation, bidders must also submit documentation; copy attached, with their response/bid, that they are currently registered with the Virginia State Corporation Commission.

Taxes:

Appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

Non-Performance:

Non-performance within time specified in Invitation for Bid may result in order cancellation and charge backs to the successful Contractor for cost differences incurred by the City of Lynchburg.

False Information:

The City reserves the right to cancel any contract if, in the opinion of the City, the bidder provided false, inaccurate or misleading information in the Invitation for Bid documents or if the bidder withheld information from the City regarding the bidder's moral and business integrity and reliability as it relates to the good faith promise of the contract.

Independent Contractor:

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contract is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, its officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the city for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

Termination for Failure to Maintain Insurance:

The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.

Termination for Default

The Contractor's failure to perform in accordance with the terms of the contract will be subject to termination of the Contractor by the City. Contractor shall be provided with a written notice of the City's intent to declare Contractor in default, stating the reason for such determination. If a satisfactory resolution has not been reached within thirty (30) days after the Notice of Default is sent to the Contractor, the City may terminate the Contract by notifying the Contractor in writing of its decision to terminate the Contract. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Lynchburg to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor the Contractor shall be held responsible for any difference in cost. The City shall utilize competitive practices as is practicable under the circumstances in its repurchase actions.

Termination for Convenience

The performance of work under contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination the Contractor shall be paid for

services rendered and approved up to the date of termination. The Contractor may submit any termination claim within sixty (60) days after receipt of the notice of termination.

Force Majeure:

Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

Payment and Invoice Processing:

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division, and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

Laws and Regulations

The Contractor shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. The Contractor shall be properly registered in the Commonwealth of Virginia. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Lynchburg City General District Court or the Lynchburg City Circuit Court.

Right to Modify Contract:

In accordance with Virginia Code Section 2.2-4309, the City may extend the term of any resultant contract, expand the scope of work, or otherwise amend a subsequent contract. Any such extension of amendment shall be effective upon written agreement of the parties.

Administrative Appeals Procedures:

In accordance with Sec 18-1-7 of the Lynchburg Procurement Code and sec.2.2-4365 Code of Virginia, any bidder, offeror or Contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror or Contractor shall submit a written protest or letter of appeal to the City Manager with a copy to the Purchasing Agent, within the time constraints as set forth in sec. 2.2-4365 of the Code of Virginia. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or Contractor wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or the Purchasing Agent shall render a written decision to the bidder, offeror or Contractor within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine

adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, other than a City employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

Contractual Claims: CLAIMS: SEC. 2.2-4363 Virginia Public Procurement Act:

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

Freight:

All bids must be FOB: Destination, Inside Delivery, and Off Loaded.

Permitted Contracts with Certain Religious Organizations; Purpose; Limitations SEC. 2.2-4343.1 Virginia Public Procurement Act.

Pursuant to Section 2.2.4341.1 of the Code of Virginia, the City of Lynchburg encourages the participation of minority-owned businesses in City procurement activities.

Rights and Remedies:

The rights and remedies to the City provided in a Contract shall not be inclusive and are in addition to any other rights and remedies provided by applicable law under any subsequent Contract. The City's liability is, in the aggregate, limited to the total amount payable under any subsequent contract.

Responsibility for Property

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the City, at the Contractor's expense.

Tax Exemption:

The City of Lynchburg as a public body and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.

Audit:

This Contract is subject to audit by Federal, State or City personnel or their representatives, at no cost to the City, for a period of five (5) years after the date of expiration or termination of the Contract. Request for audits shall be in writing and the Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the five (5) year period that the Contract is subject to audit, the Contractor shall maintain detailed records substantiating all costs and expense billed under this Contract.

Cancellation:

The City reserves the right to cancel any resultant contract with thirty- (30) days written notice to the vendor if deemed to be in the best interest of the City.

Rejection of Bids:

In accordance with Section 2.24319 of the Virginia Public Procurement Act, the right is reserved to reject any and all bids and to waive any irregularities and informalities.

Licenses and Permits:

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work required under this Invitation for Bid.

Warranty:

Attach a copy of the warranty that pertains to this request stating length of warranty, quality, fitness and performance, as well as any other conditional terms pertinent to product.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (*corporate seal*)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (*seal*)

Acknowledged before me this _____ day of _____,

Notary Public

My commission expires: _____

Limited Liability Form

All Prospective Firms Must Respond To The Following

If a limited liability company, limited liability partnership, or a limited partnership indicate below:
Check one:

___ Limited Liability Company

___ Limited liability partnership

___ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No If yes, State Corporation Commission # _____

Name(s) and address(es) of the individuals that formed the limited liability organization:

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: _____

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
8. All coverage's for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



CITY OF LYNCHBURG, VIRGINIA TERMS & CONDITIONS

NOTE: BIDS NOT IN COMPLIANCE WITH THESE CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO REJECTION.

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto, which will become a part of the bid. Each bid must be submitted in a separate envelope, and each envelope must be clearly marked with one (1) bid number and one (1) bid opening date. Any bids included in envelope for other opening dates are subject to rejection.
2. Bids and amendments thereto, if received by the City after the date and time specified for bid opening, are NOT considered. It is the responsibility of the Bidder to see that bids are in this office by the specified time and date. There will be no exceptions. Date of postmark is NOT considered. Phone and Fax bids are not accepted for sealed Bids.
3. Prices must be stated in units of quantity as specified on the bid forms that shall include freight and handling to the destination, less Federal, State, and Local taxes. Inside delivery where specified. In case of error in the extension of prices, the unit price shall govern.
4. The quoted delivery must be stated in definite terms. If delivery for different commodities vary, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. Unless qualified by the provisions **NO SUBSTITUTE**, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than that specified, Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City. If the Bidder does not indicate that the commodity quoted is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified.
7. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
8. Acceptance of a bid by the City will be in the form of a written purchase order delineating required goods or services, whether original or confirmation.
9. Each bid is received with the understanding that the acceptance, made in writing by the City, of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
10. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
11. In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment herefor shall be made at a proper reduction in price.
12. The Contractor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.
13. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.
14. All quotations must be signed indicating the firm name, by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **UNSIGNED BIDS ARE SUBJECT TO REJECTION.**
15. A bid may be withdrawn **ONLY** if the Bidder notifies the Purchasing Office in writing of his intent to withdraw within two business days after the public bid opening. Such withdrawal shall be permitted only due to a clerical mistake, unintentional arithmetic error, or unintentional omission which caused his bid to read substantially lower than all others received. Requests to withdraw a bid must be confirmed in writing, stating the reason, and will become part of the bid file. Withdrawal of bids does **NOT** confer the right to correct or change a bid.
16. If you do not quote, return this sheet and state reason. Otherwise, your firm is subject to removal from our vendor list.
17. Bidder declares that this bid is not the result of or affected by any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.
18. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgement, the best interest of the City will be served.